# APPENDIX UNE

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# APPENDIX UNE
# (UNBUNDLED NETWORK ELEMENTS)

## 1. INTRODUCTION

1.1 This Appendix, Unbundled Network Elements (UNE), sets forth the terms and conditions pursuant to which the applicable AT&T Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) agrees to furnish CLEC with access to UNEs. CLECs (including CLEC) seeking to provide local exchange service to End Users through use of multiple **SBC-13STATE** UNEs are responsible for performing the functions necessary to combine the Unbundled Network Elements it requests from CLEC shall not combine Unbundled Network Elements in a manner that will impair the ability of other Telecommunications Carriers to obtain access to Unbundled Network Elements or to Interconnect with **SBC-13STATE**'s network**. SBC-13STATE** has no obligation under the Act to combine UNEs. **SBC-13STATE** will provide access to UNEs under the terms and conditions described below. **SBC-13STATE** is prohibited by FCC Rule and shall not separate requested network elements that are currently combined. There is no effective rule requiring **SBC-13STATE** to combine network elements that are not already combined. However, this issue is pending before the US Supreme Court in Iowa Utilities Board v. FCC. The parties agree to the extent that an effective Order of the US Supreme Court results in a modification of existing law with respect to **SBC-13STATE**'s obligation to combine network elements that are not already combined, the Parties shall incorporate such changes into this agreement within 30 days of the effective date. The Parties agree that throughout this agreement, the term UNE also refers to Combinations of UNEs as defined in this introductory paragraph.

1.2 For information regarding deposit, billing, payment, non-payment, disconnect, and dispute resolution, see the General Terms and Conditions of this Agreement.

## 2. GENERAL TERMS AND CONDITIONS

2.1 **SBC-13STATE** and CLEC shall agree to connect CLEC's facilities (or facilities not owned by CLEC but under CLEC's control) with **SBC-13STATE**'s network at any technically feasible point for access to UNEs for the provision by CLEC of a Telecommunications Service; provided, CLEC shall certify to **SBC-13STATE** that the third party facility(ies) shall be used only for the purposes permitted by this Agreement, and CLEC shall remain primarily obligated for all duties and responsibilities under this Agreement.

2.2 **SBC-13STATE** will provide CLEC nondiscriminatory access to UNEs at any technically feasible point (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.1 At the rates, terms, and conditions which are just, reasonable, and nondiscriminatory (Act, Section 251(c)(3); 47 CFR Section 51.307(a));

2.2.2 In a manner that allows CLEC to provide a Telecommunications Service that may be offered by means of that UNE (Act, Section 251(c)(3); 47 CFR Section 51.307 (c);

2.2.3 In a manner that allows access to the facility or functionality of a requested network element to be provided separately from access to other elements, and for a separate charge (47 CFR Section 51.307(d));

2.2.4 With technical information regarding **SBC-13STATE's** network facilities to enable CLEC to achieve access to UNEs (47 CFR Section 51.307(e));

2.2.5 Without limitations, restrictions, or requirements on requests that would impair CLEC**'s** ability to provide a Telecommunications Service in a manner it intends (47 CFR Section 51.309(a));

2.2.6 In a manner that allows CLEC purchasing access to UNEs to use such UNE to provide exchange access service to itself in order to provide interexchange services to subscribers (47 CFR Section 51.309(b));

2.2.7 Where applicable, terms and conditions of access to UNEs shall be no less favorable than terms and conditions under which **SBC-13STATE** provides such elements to itself (47 CFR Section 51.313(b));

2.2.8 Only to the extent it has been determined that these elements are required by the "necessary" and "impair" standards of the Act (Act, Section 251 (d)(2));

2.2.9 Except upon request, **SBC-13STATE** shall not separate requested network elements that **SBC-13STATE** currently combines. (47 CFR § 51.315 (b)).

2.3 As provided for herein, **SBC-13STATE** will permit CLEC exclusive use of an unbundled network facility for a period of time, and when CLEC is purchasing access to a feature, function, or capability of a facility, **SBC-13STATE** will provide use of that feature, function, or capability for a period of time. (47 CFR § 51.309 (c)).

2.4 **SBC-13STATE** will maintain, repair, or replace UNEs consistent with 47 CFR § 51.309 (c), and as provided for in this Agreement.

2.5 Except to the extent specifically allowed and provided for by Applicable Law, and where technically feasible, the quality of the UNE and access to such UNE shall be at least equal to what **SBC-13STATE** provides itself (47 CFR § 51.311 (a), (b)) or any subsidiary, affiliate, or other party that is a Telecommunications Carrier.

2.6 Each party shall be solely responsible for the services it provides to its End Users and to other Telecommunications Carriers.

2.7 UNEs provided to CLEC under the provisions of this Appendix shall remain the property of **SBC-13STATE**.

2.8 Unbundled Network Elements may not be connected to or combined with **SBC-13STATE** access services or other **SBC-13STATE** tariffed service offerings with the exception of tariffed Collocation services where available.

2.9 **SBC-13STATE** will provide existing combinations of network elements to CLEC consistent with **SBC-13STATE**'s obligations in this Agreement at the applicable charges set forth in this Agreement. For preexisting combined elements, where no manual work is required by **SBC-13STATE** in order to establish connections between the requested elements at the central office, an outside plant location, or the customer premises, **SBC-13STATE** will not apply a Central Office Access Charge but will apply all other recurring and nonrecurring charges applicable to the elements included in the combination, and the appropriate service order charge. The pre-existing combined elements referred to in the preceding sentence include all orders included within the definition of "Contiguous Network Interconnection of Network Elements" in Sections 2.10 and 2.11 below.

2.10 When CLEC orders Elements or Combinations that are currently interconnected and functional, such Elements and Combinations will remain interconnected and functional without any disconnection and without loss of feature capability and without loss of associated Ancillary Functions. This will be known as Contiguous Interconnection of Network Elements. There will be no charge for such interconnection, other than as specified in Section 2.9 above.

2.11 "Contiguous Network Interconnection of Network Elements" includes, without limitation, the situation when CLEC orders all the **SBC-13STATE** Network Elements required to convert a **SBC-13STATE** end-user customer or a CLEC resale customer to CLEC unbundled Network Elements service (a) without any change in features or functionality that was being provided by **SBC-13STATE** (or by CLEC on a resale basis) at the time of the order or (b) with only the change needed to route the customer's operator service and directory assistance calls to the CLEC OS/DA platform via customized routing and/or changes needed in order to change a local switching feature, e.g., call waiting. (This section only applies to orders involving customized routing after customized routing has been established to a CLEC OS/DA platform from the relevant **SBC-13STATE** local switch, including CLEC's payment of all applicable charges to establish that routing.). There will be no interruption of service to the end-user customer in connection with orders covered by this section, except for processing time that is technically necessary to execute the appropriate recent change order in the **SBC-13STATE** local switch. **SBC-7STATE** will treat recent change orders necessary to provision CLEC orders under this section at parity with recent change orders executed to serve **SBC-7STATE** end-user customers, in terms of scheduling necessary service interruptions so as to minimize inconvenience to end-user customers.

## 3. ACCESS TO UNEs

3.1 SBC will provide access to UNEs that are currently available within its network, as required by law.

3.2 This Section describes the connection methods under which **SBC-13STATE** agrees to provide CLEC with access to UNEs and the conditions under which **SBC-13STATE** makes these methods available. These methods provide CLEC access to multiple **SBC-13STATE** UNEs which CLEC may then combine. The methods listed below provide CLEC with access to UNEs without compromising the security, integrity, and reliability of the public switched network, as well as to minimize potential service disruptions.

3.2.1 Central Office Based UNEs. Subject to availability of space and equipment, CLEC may use the methods listed below to access and combine UNEs within a requested **SBC-13STATE** Central Office. CLEC's ability to access and combine UNEs include, but are not necessarily limited to, the following methods. Additional methods may be proposed by CLEC via the BFR process set forth in this Agreement.

3.2.1.1(Method 1)

**SBC-13STATE** will extend **SBC-13STATE** UNEs requiring cross connection to CLEC's Physical Collocation Point of Termination (POT) when CLEC is Physically collocated, in a caged, cageless, or shared cage arrangement, within the same Central Office where the UNEs which are to be combined are located.

3.2.1.2 (Method 2)

**SBC-13STATE** will extend **SBC-13STATE** UNEs that require cross connection to CLEC's UNE frame located in the common room space, within the same Central Office where the UNEs which are to be combined are located.

3.2.1.3 (Method 3)

**SBC-13STATE** will extend **SBC-13STATE** UNEs to CLEC's UNE frame that is located outside the **SBC-13STATE** Central Office where the UNEs are to be combined in a closure such as a cabinet provided by **SBC-13STATE** on **SBC-13STATE** property. Method 3 is only available when space is not available for Method 1 and 2.

3.2.2 Intentionally omitted.

3.2.3 Prior to **SBC-13STATE** providing access to UNEs under this Appendix, CLEC and **SBC-13STATE** shall provide each other with a point of contact for overall coordination.

3.2.4 CLEC shall provide all tools and materials required to place and remove the cross connects necessary to combine and disconnect UNEs.

3.2.5 **SBC-13STATE** identification cards will be issued for any CLEC employees who are designated by CLEC as meeting the necessary requirements for access. Entry to **SBC-13STATE** premises will be granted only to CLEC employees with such identification.

3.2.6 CLEC shall designate each network element being ordered from **SBC-13STATE**. CLEC shall provide an interface to receive assignment information from **SBC-13STATE** regarding location of the extended UNEs. This interface may be manual or mechanized.

3.2.7 **SBC-13STATE** will provide CLEC with contact numbers as necessary to resolve assignment conflicts encountered. All contact with **SBC-13STATE** shall be referred to such contact numbers.

3.2.8 CLEC shall make arrangements for its own administrative telecommunication service (e.g. POTS service) at each facility and all materials needed by CLEC at the work site. The use of cellular telephones is not permitted in **SBC-13STATE** equipment areas.

3.2.9 Certain construction and preparation activities may be required to modify a building or prepare the premises for access to UNEs via Method 2, above.

3.2.9.1 Where applicable, costs for modifying a building or preparing the premises for access to **SBC-13STATE** UNEs will be made on an individual case basis (ICB).

3.2.9.2 **SBC-13STATE** will provide Access to UNEs (floor space, floor space conditioning, cage common systems materials, and safety and security charges) in increments of one (1) square foot. For this reason, **SBC-13STATE** will ensure that the first CLEC obtaining Access to UNEs in a **SBC-13STATE** premises will not be responsible for the entire cost of site preparation and security.

3.2.9.3 **SBC-13STATE** will contract for and perform the construction and preparation activities using same or consistent practices that are used by **SBC-13STATE** for other construction and preparation work performed in the building.

## 4. BONA FIDE REQUEST

4.1 This Bona Fide Request process described in Item I of this Section 5 applies to each Bona Fide Request submitted in the **SBC-SWBT, SBC-AMERITECH** and **NEVADA** Territory. The Bona Fide Request process described in Item II of this Section 5 shall apply to each Bona Fide Request submitted in the **SNET** Territory and the Bona Fide Request Process described in Item III of this Section shall apply to each Bona Fide Request submitted in the **PACIFIC** Territory. If CLEC submits the same Request in more than one Territory that requires such Request to be processed under more than one Item in this Section 5 (e.g., in Territories that have different processes), separate BFRs shall be required. For purposes of this Appendix, a "Business Day means Monday through Friday, excluding Holidays observed by **SBC-13STATE**.

4.2 **ITEM I**

**SBC-SWBT, SBC-AMERITECH, NEVADA**
**Bona Fide Request Process**

4.2.1 A Bona Fide Request (**"BFR"**) is the process by which CLEC may request **SBC-SWBT, SBC-AMERITECH, NEVADA** to provide CLEC access to an additional or new, undefined UNE, (a "Request"), that is required to be provided by **SBC-SWBT, SBC-AMERITECH, NEVADA** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

4.2.2 The BFR process set forth herein does not apply to those services requested pursuant to Report & Order and Notice of Proposed Rulemaking 91-141 (rel. Oct. 19, 1992) paragraph 259 and n. 603 and subsequent rulings.

4.2.3 All BFRs must be submitted with a BFR Application Form in accordance with the specifications and processes set forth in the sections of the (i) CLEC Handbook. Included with the Application CLEC shall provide a technical description of each requested UNE or combination of UNEs, drawings when applicable, the location(s) where needed, the date required, and the projected quantity to be ordered with a 3 year forecast.

4.2.4 CLEC is responsible for all costs incurred by **SBC-SWBT, SBC-AMERITECH, NEVADA** to review, analyze and process a BFR. When submitting a BFR Application Form, CLEC has two options to compensate **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred to complete the Preliminary Analysis of the BFR:

4.2.4.1 Include with its BFR Application Form a $2,000 deposit to cover **SBC-SWBT, SBC-AMERITECH, NEVADA**'s preliminary

evaluation costs, in which case **SBC-SWBT, SBC-AMERITECH, NEVADA** may not charge CLEC in excess of $2,000 to complete the Preliminary Analysis; or

4.2.4.2 Not make the $2,000 deposit, in which case CLEC shall be responsible for all preliminary evaluation costs incurred by **SBC-SWBT, SBC-AMERITECH, NEVADA** to complete the preliminary Analysis (regardless of whether such costs are greater or less than $2,000).

4.2.5 If CLEC submits a $ 2,000 deposit with its BFR, and **SBC-SWBT, SBC-AMERITECH, NEVADA** is not able to process the Request or determines that the Request does not qualify for BFR treatment, then **SBC-SWBT, SBC-AMERITECH, NEVADA** will return the $2,000 deposit to CLEC. Similarly, if the costs incurred to complete the Preliminary Analysis are less than $2,000, the balance of the deposit will, at the option of CLEC, either be refunded or credited toward additional developmental costs authorized by CLEC.

4.2.6 Upon written notice, CLEC may cancel a BFR at any time, but will pay **SBC-SWBT, SBC-AMERITECH, NEVADA** its reasonable and demonstrable costs of processing and/or implementing the BFR up to and including the date **SBC-SWBT, SBC-AMERITECH, NEVADA** received notice of cancellation. If cancellation occurs prior to completion of the preliminary evaluation, and a $2,000 deposit has been made by CLEC, and the reasonable and demonstrable costs are less than $2,000, the remaining balance of the deposit will be, at the option of CLEC, either returned to CLEC or credited toward additional developmental costs authorized by CLEC.

4.2.7 **SBC-SWBT, SBC-AMERITECH, NEVADA** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt **SBC-SWBT, SBC-AMERITECH, NEVADA** will acknowledge receipt of the BFR and in such acknowledgement advice CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begins once **SBC-SWBT, SBC-AMERITECH, NEVADA** has received a complete and accurate BFR Application Form and, if applicable, $2,000 deposit.

4.2.8 Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **SBC-SWBT, SBC-AMERITECH, NEVADA** will provide to CLEC a preliminary analysis of such Request (the **"Preliminary Analysis"**). The Preliminary Analysis will (i) indicate that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request to CLEC or (ii) advise CLEC that **SBC-SWBT, SBC-AMERITECH, NEVADA** will not offer the Request. If **SBC-SWBT, SBC-**

**AMERITECH, NEVADA** indicates it will not offer the Request, **SBC-SWBT, SBC-AMERITECH, NEVADA** will provide a detailed explanation for the denial. Possible explanations may be, but are not limited to: i) access to the Request is not technically feasible, ii) that the Request is not required to be provided by **SBC-SWBT, SBC-AMERITECH, NEVADA** under the Act and/or, iii) that the BFR is not the correct process for the request.

4.2.9 If the Preliminary Analysis indicates that **SBC-SWBT, SBC-AMERITECH, NEVADA** will offer the Request, CLEC may, at its discretion, provide written authorization for **SBC-SWBT, SBC-AMERITECH, NEVADA** to develop the Request and prepare a "BFR Quote". The BFR Quote shall, as applicable, include (i) the first date of availability, (ii) installation intervals, (iii) applicable rates (recurring, nonrecurring and other), (iv) BFR development and processing costs and (v) terms and conditions by which the Request shall be made available. CLEC's written authorization to develop the BFR Quote must be received by **SBC-SWBT, SBC-AMERITECH, NEVADA** within thirty (30) calendar days of CLEC's receipt of the Preliminary Analysis. If no authorization to proceed is received within such thirty (30) calendar day period, the BFR will be deemed canceled and CLEC will pay to **SBC-SWBT, SBC-AMERITECH, NEVADA** all demonstrable costs as set forth above. Any request by CLEC for **SBC-SWBT, SBC-AMERITECH, NEVADA** to proceed with a Request received after the thirty (30) calendar day window will require CLEC to submit a new BFR.

4.2.10 As soon as feasible, but not more than ninety (90) calendar days after its receipt of authorization to develop the BFR Quote, **SBC-SWBT, SBC-AMERITECH, NEVADA** shall provide to CLEC a BFR Quote.

4.2.11 Within thirty (30) calendar days of its receipt of the BFR Quote, CLEC must either (i) confirm its order pursuant to the BFR Quote (ii) cancel its BFR and reimburse **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred up to the date of cancellation, or (iii) if it believes the BFR Quote is inconsistent with the requirements of the Act and/or this Appendix, exercise its rights under Section 10 of the GTC. If **SBC-SWBT, SBC-AMERITECH, NEVADA** does not receive notice of any of the foregoing within such thirty (30) calendar day period, the BFR shall be deemed canceled. CLEC shall be responsible to reimburse **SBC-SWBT, SBC-AMERITECH, NEVADA** for its costs incurred up to the date of cancellation (whether affirmatively canceled or deemed canceled by CLEC).

4.2.12 Unless CLEC agrees otherwise, all rates and costs quoted or invoiced herein shall be consistent with the pricing principles of the Act.

4.2.13 If a Party believes that the other Party is not requesting, negotiating or processing a BFR in good faith and/or as required by the Act, or if a Party

disputes a determination, or price or cost quote, such Party may seek relief pursuant to the Dispute Resolution Process set forward in the General Terms and Conditions section of this agreement.

**4.3* Item II**
**SNET Bona Fide Request Process**

4.3.1 The Bona Fide Request provisions set forth in Item I of Section 5 shall apply to BFRs submitted to **SNET**, with the following exceptions:

4.3.2 Section 4.2.1 is amended to add the following: CLEC may submit a BFR to request new UNEs or Combinations of UNEs provided the request is not covered by one of the following conditions:

4.3.2.1 The UNEs or combinations requested have not previously been identified or defined by the Department of Public Utility Control (DPUC), the Federal Communications Commission, CLEC's approved interconnection agreement, or in the listings of combinations in Docket No. 98-02-01, DPUC Investigation into Rebundling of Telephone Company Network Elements, August 17, 1998.

4.3.2.2 The UNEs or combinations requested are not currently deployed by an incumbent local exchange carrier in another jurisdiction or deemed acceptable for deployment by another state commission or an industry standards body.

4.3.2.3 The UNEs or combinations requested are not included in a Telco tariffed offering as an existing capability or functional equivalent.

4.3.2.4 If the request is covered by one of the conditions listed above, **SNET** will make these items generally available.

4.3.3 Section 4.2.4 and 4.2.5 are amended as follows: No charges apply for **SNET** to prepare the Preliminary Analysis.

4.3.4 Section 4.2.6 is amended as follows: Cancellation charges will not apply if the written notice of cancellation is received by **SNET** after **SNET** submits its Preliminary Analysis to CLEC but before CLEC's request for the BFR Quote. Cancellation charges will apply after CLEC submits its request for **SNET** to provide a BFR Quote, but before the BFR Quote is provided to

* Section 4.3 is available only in the State of Connecticut. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

CLEC. CLEC shall be liable for reimbursement of all actual costs in connection with developing the BFR Quote incurred up to the time **SNET** receives the written notice of cancellation from CLEC. However, if **SNET** receives notification from CLEC for cancellation of the BFR after receipt by CLEC of the BFR Quote, the cancellation charges shall not exceed the lesser of the actual costs incurred by **SNET** or the estimate in the BFR Quote plus twenty percent (20%).

4.3.5 Section 4.2.7 is amended as follows: **SNET** will promptly consider and analyze each BFR it receives. Within ten (10) Business Days of its receipt, **SNET** will acknowledge receipt of the BFR and in such acknowledgement advise CLEC of the need for any further information needed to process the Request. CLEC acknowledges that the time intervals set forth in this Appendix begin once **SNET** has received a complete and accurate BFR Application Form.

4.3.6 **SNET** will apply standard tariffed Processing Fees (BFR development costs) according to the Connecticut Access Service Tariff 4.11.

4.3.7 For **SNET**, under the Dispute Resolution Process (DRP), either Party may petition the Department for relief pursuant to its own processes and the Uniform Administrative Procedures Act regarding the issues raised during the BFR process. Upon request, a designated member of the Department staff may confer with both Parties orally or in person concerning the substance of the Parties' dispute, and may make such recommendations as he or she shall deem appropriate for consideration by both Parties to resolve expeditiously the issues in dispute. Any such participation by Department staff in such mediation shall not be construed in any subsequent proceeding as establishing precedent or any Formal position of Department on the matter in dispute .

4.4 **Item III**
**Pacific Bona Fide Request Process**

4.4.1 The Bona Fide Request provisions set forth in Item I of Section 4 shall apply to BFRs submitted to **PACIFIC**, with the following exceptions:

4.4.2 Section 4.2.1 is amended as follows: A Bona Fide Request (**"BFR"**) is the process by which CLEC may request **PACIFIC** to provide CLEC access to an additional or new, undefined UNE, or a combination of UNEs, interconnection arrangement, or other (a "Request"), that is required to be

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* Section 4.4 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

provided by **PACIFIC** under the Act but is not available under this Agreement or defined in a generic appendix at the time of CLEC's request.

4.4.3 Section 4.2.3 is amended as follows: All BFRs must be submitted with a BFR/Interconnection or Network Element Application Form in accordance with the specifications and processes set forth in the sections of the Handbook.

4.4.4 Section 4.2.8 is amended as follows: Except under extraordinary circumstances, within thirty (30) calendar days of its receipt of a complete and accurate BFR, **PACIFIC** will provide to CLEC a Preliminary Analysis of such Request. The Preliminary Analysis will confirm that **PACIFIC** will offer the request. The Preliminary Analysis provided by **PACIFIC** will include cost categories (material, labor and other) and high level costs for the request. **PACIFIC** will attempt to provide a "yes" response earlier than thirty (30) calendar days if possible. CLEC acknowledges that an earlier "yes" response will not include high level costs. The costs will be sent by the 30th calendar day. When wholesale construction is required, costs will be provided within an additional twenty-four (24) calendar days (i.e., by the 54th calendar day).

4.4.5 If the BFR is denied, **PACIFIC** will notify CLEC within fifteen (15) calendar days. The reason for denial will accompany the notification. Reasons for denial may include, but are not limited to: 1) not technically feasible, 2) the BFR is not the appropriate process for the Request and there is a referral to the appropriate process, and/or 3) the Request does not qualify as a new UNE, combination of UNEs, or interconnection arrangement required by law.

4.4.6 If **PACIFIC** refers CLEC to an alternate process details the details of the provision of the alternate process will accompany the notification. The details may include an application form for the alternate process and other documentation required for CLEC to submit the application for the alternate process.

## 5. ADJACENT LOCATION

5.1 This Section describes the Adjacent Location Method for accessing UNEs. This Section also provides the conditions under which **PACIFIC** offers the Adjacent Location Method.

5.2 The Adjacent Location Method allows CLEC to access loops, switch ports, and dedicated transport for a CLEC location adjacent to a **PACIFIC** Central Office as identified by **PACIFIC**. Under this method PACIFIC UNEs will be extended to the

adjacent location, via copper cabling provided by CLEC, which CLEC can then utilize to provide Telecommunications Service.

5.3 This method requires CLEC to provide copper cable, greater than 600 pairs, to the last manhole outside the **PACIFIC** Central Office. CLEC shall provide enough slack for **PACIFIC** to pull the cable into the Central Office and terminate the cable on the Central Office Intermediate Distribution Frame (IDF).

5.4 CLEC will obtain all necessary rights of way, easements, and other third party permissions.

5.5 The following terms and conditions apply when **PACIFIC** provides the adjacent location:

5.5.1 CLEC is responsible for Spectrum Interference and is aware that not all pairs may be ADSL or POTS capable.

5.6 The installation interval applies on an individual application basis. CLEC is responsible for paying all up front charges (nonrecurring and case preparation costs) before work will begin. This assumes that all necessary permits will be issued in a timely manner.

5.7 CLEC will provide the excess cable length necessary to reach the **PACIFIC** IDF in the **PACIFIC** Central Office where CLEC requests connection.

5.8 CLEC will be responsible for testing and sectionalization of facilities from the customer's location to the entrance manhole.

5.9 CLEC should refer any sectionalized trouble determined to be in **PACIFIC**'s facilities to **PACIFIC**.

5.10 CLEC's employees, agents and contractors will be permitted to have access to CLEC's cable where it is delivered to **PACIFIC** (outside the entrance manhole). CLEC is only able to enter the entrance manhole to splice under a duct lease agreement. If CLEC leases ducts to get to the Central Office then CLEC has the right to splice the manholes on the route, including the entrance manhole.

5.11 In order for **PACIFIC** to identify the entrance manhole for CLEC, CLEC must specify the direction from which the cable originates. **PACIFIC** will verify that a vacant sleeve or riser duct exists at the entrance manhole. If none exists, construction of one will be required. If a vacant access sleeve or riser duct does not exist, and one must be constructed, CLEC will pay for the construction on an Outside Plant Custom Work Order.

5.12 CLEC will retain all assignment control. **PACIFIC** will maintain TIRKS records for cable appearance information on the horizontal and vertical appearance on the **PACIFIC** frame.

5.13 CLEC will pay Time and Materials charges when **PACIFIC** dispatches personnel and failure is in CLEC's facility.

5.14 **PACIFIC** will not assume responsibility for the quality of service provided over this special interconnection arrangement. Service quality is the responsibility of CLEC. **PACIFIC** limits each CLEC to two building entrances. Two entrances allow for CLEC growth or a diverse path.

5.15 Prior to **PACIFIC** providing the Adjacent Location Method in this Appendix, CLEC and **PACIFIC** shall provide each other with a single point of contact for overall coordination.

5.16 The Adjacent Location Method of Accessing UNEs only allows for copper cable termination.

## 6. NETWORK INTERFACE DEVICE

6.1 The Network Interface Device (NID) unbundled network element is defined as any means of interconnection of End User customer premises wiring to **SBC-13STATE**'s distribution loop facilities, such as a cross connect device used for that purpose. Fundamentally, the NID establishes the final (and official) network demarcation point between the loop and the End User's inside wire. Maintenance and control of the End User's inside wiring (on the End User's side of the NID) is under the control of the End User. Conflicts between telephone service providers for access to the End User's inside wire must be resolved by the End User. Pursuant to applicable FCC rules, **SBC-13STATE** offers nondiscriminatory access to the NID on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service. CLEC access to the NID is offered as specified below (**SBC-12STATE**) or by tariff (**SNET**).

6.2 **SBC-12STATE** will permit CLEC to connect its local loop to customers' inside wiring through **SBC-12STATE**'s NID. CLEC must establish the connection to **SBC-12STATE**'s NID through an adjoining NID deployed by CLEC. In this instance, CLEC provides the cross-connect between the CLEC NID and the customer's side of the **SBC-12STATE** NID and there is no charge to CLEC by **SBC-12STATE**.

6.3 CLEC may connect to the customer's inside wire at the **SBC-12STATE** NID, as is, at no charge to CLEC. Any repairs, upgrade and rearrangements to the NID required by CLEC will be performed by **SBC-12STATE** based on time and material charges. Such charges are reflected in the state specific Appendix PRICING. **SBC-**

**12STATE**, at the request of CLEC, will disconnect the **SBC-12STATE** local loop from the NID, at charges reflected in the state specific Appendix Pricing.

6.4 With respect to multiple dwelling units or multiple-unit business premises, CLEC may provide its own NID, and

(1) connect directly with the end user's inside wire, or

(2) connect with the end user's inside wire via **SBC-12STATE**'s NID where necessary.

6.5 Upon the request of CLEC, **SBC-13STATE** will place a NID equipped with a half ringer device, if one is not present, and CLEC will pay all costs associated with the placement except when **SBC-13STATE** is dispatched on a repair, maintenance, or installation visit to the premise by CLEC. With regard to repair or maintenance, if the dispatch proves the trouble on the customer's side of the demarcation point, **SBC 13STATE** will charge CLEC for the dispatch, but place the new NID equipped with a half ringer, if one is not present, at no charge. If the dispatch proves the trouble in **SBC 13STATE** network, **SBC-13STATE** will repair the line and place a NID equipped with a half ringer, if one is not present, at no charge to CLEC.

6.6 Upon request, **SBC-12STATE** will dispatch a technician to tag an existing End User's inside wire facilities on the End User's side of the NID. In such cases, a NID "Premise Visit" charge shall apply at charges reflected on Appendix Pricing.

6.7 CLEC shall not attach to or disconnect **SBC-12STATE**'s ground. CLEC shall not cut or disconnect **SBC-12STATE**'s loop from the NID and/or its protector. CLEC shall not cut any other leads in the NID.

## 7. LOCAL LOOP

7.1 Pursuant to the applicable FCC rule, the local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an **SBC-13STATE** Central Office and the loop demarcation point at an End User customer premises, including inside wire owned by **SBC-13STATE**. The local loop Network Element includes all features, functions and capabilities of such transmission facility. Those features, functions, and capability include, but are not limited to, dark fiber, attached electronics (except those electronics used in the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops.

7.3 The loop network element includes all features, functions and capabilities of the transmission facilities, owned by **SBC-13STATE**, between **SBC-13STATE**'s Main Distribution Frame or equivalent in the central office and the loop demarcation point at the customer premise.

7.4 Consistent with the requirements of the FCC's UNE Remand Order ¶167, in order for CLEC to secure access to the loop's full functions and capabilities, **SBC-13STATE** shall, in certain instances, condition loops to attain such functionality and capabilities at the rates, terms, and conditions set forth in Appendix Pricing. The instances when loop conditioning is required are set forth in Appendix DSL.

7.5 **SBC-12STATE** will provide at the rates, terms, and conditions set out in this Appendix and in the state specific Appendix Pricing, on for the following:

7.5.1 2-Wire Analog Loop

7.5.1.1 A 2-Wire analog loop is a voice grade transmission facility that supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz.

7.5.1.2 If CLEC requests one or more unbundled Loops serviced by Integrated Digital Loop Carrier (IDLC) **SBC-12STATE** will, where available, move the requested unbundled Loop(s) to a spare, existing Physical loop or a universal digital loop carrier unbundled Loop at no additional charge to CLEC. If, however, no spare unbundled Loop is available, **SBC-12STATE** will within forty-eight hours (48), excluding weekends and holidays, of CLEC's request, notify CLEC of the lack of facilities.

7.5.2 4-Wire Analog Loop

7.5.2.1 A 4-Wire analog loop is a transmission facility that provides a non-signaling voice band frequency spectrum of approximately 300 Hz to 3000 Hz. The 4-Wire analog loop provides separate transmit and receive paths.

7.5.3 2-Wire Digital Loop

7.5.3.1 A 2-Wire 160 Kbps digital loop is a transmission facility which supports Basic Rate ISDN (BRI) digital exchange services. The 2-Wire digital loop 160 Kbps currently supports usable bandwidth up to 160 Kbps.

7.5.4 4-Wire Digital Loop

A 4-Wire 1.544 Mbps digital loop is a transmission facility that will support DS1 service including Primary Rate ISDN (PRI). The 4-wire digital loop 1.544 Mbps currently supports usable bandwidth up to 1.544 Mbps.

7.5.5 DSL-Capable Loop (See Appendix DSL)

## 8. SUB-LOOP ELEMENTS

8.1 CLEC is entitled to the unbundling of any Subloop at any point determined by any state to be Technically Feasible. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Subloop elements under this agreement. Rather, Subloop elements are available as described in Section 18 of the Connecticut Service Tariff. An accessible terminal is any point on the loop where the technician can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. **SBC-13STATE** shall provide CLEC non-discriminatory access to the Subloop Network Element at accessible terminals in **SBC-13STATE**'s outside plant, including but not limited to, the pole or pedestal, the Network Interface Device, the minimum point of entry, the single point of interconnection, the Main Distribution Frame, the Remote Terminal, and the feeder/distribution interface.

8.1.1 Terms and conditions for subloop shall be as stated per the FCC's UNE Remand Order and as ordered by the Department in Docket Nos. 00-05-06 and 00-12-15. This Agreement shall be amended in accordance with the Intervening Law Section of the General Terms and Conditions following the later of the issuance or effective date of the tariff filed in compliance with the Department's order.

8.2 Definitions pertaining to the Sub-Loop:

8.2.1 "Dead Count" refers to those binding posts which have cable spliced to them but which cable is not currently terminated to any terminal to provide service.

8.2.2 "Demarcation Point" is defined as the point on the loop where the ILEC's control of the wire ceases and the subscriber's control (or on the case of some multiunit premises, the landlord's control) of the wire begins.

8.2.3 "Digital Subloop" May be deployed on non-loaded copper cable pairs, channels of a digital loop carrier system, channels of a fiber optic transport system or other technologies suitable for the purpose of providing 160 Kbps and 1.544 Mbps subloop transport.

8.2.4 "Distribution Cable" is defined as the cable from the SAI/FDI to the terminals from which an end user can be connected to the ILEC's network. "Feeder cable" is defined as that cable from the MDF to a point where it is cross connected in a SAI/FDI for neighborhood distribution.

8.2.5 "MDF-to-SAI/FDI" is that portion of the loop from the MDF to the SAI/FDI.

8.2.6 "MDF-to-Term" is that portion of the loop from the MDF to an accessible terminal.

8.2.7 "Network Terminating Wire (NTW)" is the service wire that connects the ILEC's distribution cable to the NID at the demarcation point.

8.2.8 "SAI/FDI-to-Term" is that portion of the loop from the SAI/FDI to an accessible terminal.

8.2.9 "SAI/FDI-to-NID" is that portion of the loop from the SAI/FDI to the Network Interface Device (NID), which is located an end user's premise.

8.2.10 "SPOI" is defined as a Single Point of Interconnection. When there is a single Demarcation Point in a Multi-Tenant Environment, the SPOI is the Demarcation Point and the SPOI will allow ILECs and CLECs to interconnect to wiring owned or controlled by the property owner of their agent. When there is multiple Demarcation Points in a Multi-Tenant Environment, the SPOI will allow ILECs and CLECs to interconnect to wiring that is part of the regulated network and is owned and controlled by the ILEC.

8.2.11 "SAI/FDI" is defined as the point in the ILEC's network where feeder cable is cross connected to the distribution cable. "SAI" is Serving Area Interface. "FDI" is Feeder Distribution Interface. The terms are interchangeable.

8.2.12 "Term-to-NID" is that portion of the loop from an accessible terminal to the NID, which is located at an end user's premise. Term-to-NID includes use of the Network Terminating Wire (NTW).

8.3 **SBC-12STATE** will offer the following subloop types:

8.3.1 2-Wire Analog Subloop provides a 2-wire (one twisted pair cable or equivalent) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.2 4-Wire Analog Subloop provides a 4-wire (two twisted pair cables or equivalent, with separate transmit and receive paths) capable of transporting analog signals in the frequency range of approximately 300 to 3000 hertz (voiceband).

8.3.3 4-Wire DS1 Subloop provides a transmission path capable of supporting a 1.544 Mbps service that utilizes AMI or B8ZS line code modulation.

8.3.4 DS3 Subloop provides DS3 service from the central office MDF to an Interconnection Panel at the RT. The loop facility used to transport the DS3 signal will be a fiber optical facility.

8.3.5 2-Wire / 4-Wire Analog DSL Capable Subloop that supports an analog signal based DSL technology (such as ADSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.6 2-Wire / 4-Wire Digital DSL Capable Subloop that supports a digital signal based DSL technology (such as HDSL or IDSL). It will have twisted copper cable that may be loaded, have more than 2,500 feet of bridged tap, and may contain repeaters.

8.3.7 ISDN Subloop is a 2-Wire digital offering which provides a transmission path capable of supporting a 160 Kbps, Basic Rate ISDN (BRI) service that utilizes 2B1Q line code modulation with end user capacity up to 144 Kbps.

8.5 Subloops are provided "as is" unless CLEC requests loop conditioning on xDSL Subloops for the purpose of offering advanced services. xDSL subloop conditioning will be provided at the rates, terms, and conditions set out in the state specific Appendix Pricing.

8.6 A subloop unbundled network element is an existing spare portion of the loop that can be accessed via cross-connects at accessible terminals. An accessible terminal is a point on the loop where technicians can access the copper or fiber within the cable without removing a splice case to reach the copper or fiber within.

8.7 Twisted-pair Copper Subloops:

8.7.1 Access to terminals for twisted-pair copper subloops is defined to include:

- any technically feasible point accessible by a cross-connect (such as the pole or pedestal, the NID, or the minimum point of entry (MPOE) to the customer premises),
- the Feeder Distribution Interface (FDI) or Serving Area Interface (SAI), where the "feeder" leading back to the central office and the "distribution" plant branching out to the subscribers meet,
- the Main Distributing Frame (MDF),
- the Terminal (underground or aerial).

8.8 CLEC may request access to the following twisted-pair copper subloop segments:

| FROM: | TO: |
|---|---|
| 1. Main Distributing Frame | Serving Area Interface or |

| | |
|---|---|
| 2. Main Distributing Frame | Feeder Distribution Interface Terminal |
| 3. Serving Area Interface or Feeder Distribution Interface* | Terminal |
| 4. Serving Area Interface or Feeder Distribution Interface* | Network Interface Device |
| 5. Terminal | Network Interface Device |
| 6. NID | Stand Alone |
| 7. SPOI (Single Point of Interface)** | Stand Alone |

* May be located at Remote Terminal.
** Provided using the BFR Process. In addition, if CLEC requests an Interconnection Point which has not been identified, CLEC will need to submit a BFR.

8.9 High Capacity Subloops

8.9.1 Access to terminals for high capacity subloops is defined to include:

- any technically feasible point near the customer premises accessible by a cross-connect (such as the pole or pedestal or the minimum point of entry (MPOE) to the customer premises),
- the Remote Terminal (RT), only when cross-connect access is available at that RT
- the Terminal (underground or aerial).

8.9.2 CLEC may request access to the following high-capacity subloop segments:

| FROM: | TO: |
|---|---|
| 1. CO Point of Termination (POT) | Remote Terminal |
| 2. Remote Terminal | NID |

8.10 Unbundled DS1 and DS3 subloops may not be utilized in combination with transport facilities to replace special access services or facilities, except consistently with the certification and other requirements of the Supplemental Order released and adopted by the FCC on November 24, 1999 and the Supplemental Clarification Order, June 2, 2000 in Docket No. 96-98 ("In the Matter of the Implementation of the Local Competition Provisions of the Telecommunications Act of 1996"), as may be herein after amended, modified, supplemented or clarified, including but not limited to the requirement that significant local exchange traffic in addition to exchange access service, be provided to a particular customer over the facilities in compliance with the Supplemental Order, and with processes implementing the Supplemental Order.

8.11 Provisioning:

8.11.1 Connecting Facility Arrangement (CFA) assignments must be in-place prior to ordering and assigning specific subloop circuit(s).

8.11.1 Spare subloop(s) will be assigned to CLEC only when an LSR/ASR is processed. LSR/ASRs will be processed on a "first come first serve" basis.

8.11.2 Provisioning intervals for subloops shall be governed by the CLEC state-specific contract interval for the stand-alone, full UNE element. For example, the provisioning interval for DSL-capable subloop shall be determined based upon the interval negotiated for the stand-alone DSL-capable loop.

8.12 Maintenance:

8.12.1 The Parties acknowledge that by separating switching, feeder plant and distribution plant, the ability to perform mechanized testing and monitoring of the subloop from the **SBC-12STATE** switch/testing equipment will be lost.

8.12.2 CLEC shall isolate trouble to the **SBC-12STATE** Subloop portion of CLEC's service before reporting trouble to **SBC-12STATE**.

8.12.3 **SBC12-STATE** shall charge CLEC a Maintenance of Service Charge (MSC) when CLEC dispatches SBC on a trouble report and the fault is determined to be in CLEC's portion of the loop. Such charges may be found in the individual state pricing appendices.

8.12.4 Once all subloop access arrangements have been completed and balance of payment due **SBC-12STATE** is received, CLEC may place a LSR for subloops at this location. Prices at which **SBC-12STATE** agrees to provide CLEC with Unbundled Network Elements (UNE) are contained in the state specific Appendix Pricing.

8.12.5 In the event of Catastrophic Damage to the RT, SAI/FDI, Terminal, or NID where CLEC has a SAA, **SBC-13 STATE** repair forces will restore service in a non-discriminatory manner which will allow the greatest number of all customers to be restored in the least amount of time. Should CLEC cabling require replacement, **SBC-13STATE** will provide prompt notification to CLEC for CLEC to provide the replacement cable to be terminated as necessary.

8.13 Subloop Access Arrangements

8.13.1 Prior to ordering subloop facilities, CLEC will establish Collocation using the Collocation process as set forth in the Collocation Appendix, or at CLEC's option, will establish a Subloop Access Arrangement utilizing the Special Construction Arrangement (SCA), either of which are necessary to interconnect to the **SBC-12STATE** subloop network.

8.13.2 The space available for collocating or obtaining various Subloop Access Arrangements will vary depending on the existing plant at a particular location. CLEC will initiate an SCA by submitting a Sub-loop Access Arrangement Application.

8.13.3 Upon receipt of a complete and correct application, **SBC-12STATE** will provide to CLEC within 30 days a written estimate for the actual construction, labor, materials, and related provisioning costs incurred to fulfill the SCA on a time and materials basis. When CLEC submits a request to provide a written estimate for sub-loop(s) access, appropriate rates for the engineering and other associated costs performed will be charged.

8.13.4 The assignment of subloop facilities will incorporate reasonable practices used to administer outside plant loop facilities. For example, where SAI/FDI interfaces are currently administered in 25 pair cable complements, this will continue to be the practice in assigning and administering subloop facilities.

8.13.5 Subloop inquiries do not serve to reserve subloop(s).

8.13.6 Several options exist for Collocation or Subloop Access Arrangements at technically feasible points. Sound engineering judgment will be utilized to ensure network security and integrity. CLEC will review and concur before **SBC-13STATE** proceeds. Each situation will be analyzed on a case-by-case basis.

8.13.7 CLEC will be responsible for obtaining rights of way from owners of property where **SBC-12STATE** has placed the equipment necessary for the SAA prior to submitting the request for SCA.

8.13.8 Prior to submitting the Sub-loop Access Arrangement Application for SCA, CLEC should have the "Collocation" and "Poles, Conduit, and Row" appendices in the Agreement to provide the guidelines for both CLEC and **SBC-13STATE** to successfully implement subloops, should collocation, access to poles/conduits or rights of way be required.

8.13.9 Construction of the Subloop Access Arrangement shall be completed within 90 days of CLEC submitting to **SBC-12STATE** written approval and

payment of not less than 50% of the total estimated construction costs and related provisioning costs after an estimate has been accepted by the carrier and before construction begins, with the balance payable upon completion. **SBC-12STATE** will not begin any construction under the SCA until CLEC has provided proof that it has obtained necessary rights of way as defined in Section 9.13.

8.13.10 Upon completion of the construction activity, CLEC will be allowed to test the installation with a **SBC-12STATE** technician. If CLEC desires test access to the SAA, CLEC should place its own test point in its cable prior to cable entry into **SBC-12STATE**'s interconnection point.

8.13.11 A non-binding CLEC forecast shall be required as a part of the request for SAA, identifying the subloops required for line-shared and non line-shared arrangements to each subtending SAI. This will allow **SBC-12STATE** to properly engineer access to each SAI and to ensure **SBC-12STATE** does not provide more available terminations than CLEC expects to use.

8.13.12 In order to maximize the availability of terminations for all CLECs, CLEC shall provide CFA for their subloop pairs utilizing the same 25-pair binder group. CLEC would begin utilizing the second 25-pair binder group once the first 25-pair binder group reached its capacity.

8.13.13 Unused CLEC terminations (in normal splicing increments such as 25- pair at a SAI/FDI) which remain unused for a period of one year after the completion of construction shall be subject to removal. In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.

8.13.14In the event a CLEC elects to discontinue use of an existing SAA, or abandons such arrangement, CLEC shall pay **SBC-12STATE** for removal of their facilities from the SAA.

8.14 Subloop Access Arrangement (SAA) Access Points

8.14.1 SAI/FDI or Terminal

8.14.1.1CLEC cable to be terminated in a **SBC-12STATE** SAI/FDI, or Terminal, shall consist of 22 or 24-guage copper twisted pair cable bonded and grounded to the power company Multi Grounded

Neutral (MGN). Cable may be filled if buried or buried to aerial riser cable. CLEC's Aerial cables should be aircore.

8.14.1.2 CLEC may elect to place their cable to within 3 feet of the pad and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on available binding posts in the SAI/FDI.

8.14.1.3 CLEC may "stub" up a cable at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the SAI/FDI, which **SBC-12STATE** will splice to the CLEC cable at the meet point.

8.14.1.4 Dead counts will be offered as long as they have not been placed for expansion purposes planned within the 12 month period beginning on the date of the inquiry LSR.

8.14.1.5 Exhausted termination points- When a SAI/FDI's termination points are all terminated to assignable cable pairs, **SBC-12STATE** may choose to increase capacity of the terminal or to construct an adjacent termination facility to accommodate CLEC's facilities for which CLEC will be charged a portion of the expense to be determined with the engineer, for the purpose of allowing CLEC to terminate it's cable at the SAI/FDI.

8.15 RT (for DS3 Subloop)

8.15.1 CLEC may elect to place their cable (fiber or coax) to within 3 feet of the RT and coil up an amount of cable, defined by the engineer in the design phase, that **SBC-12STATE** will terminate on a fiber/coax interconnection block to be constructed in the RT.

8.15.2 CLEC may "stub" up a cable (fiber or coax) at a prearranged meet point, defined during the engineering site visit, and SBC will stub out a cable from the RT, which **SBC-12STATE** will splice to the CLEC cable at the meet point.

## 9. ENGINEERING CONTROLLED SPLICE (ECS)

9.1 Although under no obligation to do so at non-Pronto sites, as a voluntary offering, **SBC-13STATE** will also make available an Engineering Controlled Splice (ECS) for CLEC to gain access to subloops at remote terminals. This voluntary service is made available to CLEC as a means of accessing the sub-loop in a manner in addition to FCC UNE Remand requirements.

9.2 The ECS shall be made available for Subloop Access Arrangements (SAA) utilizing the Special Construction Arrangement (SCA) as set forth in Section 8.13 above.

9.2.1 CLEC requesting such a SCA shall pay all of the actual construction, labor, materials and related provisioning costs incurred to fulfill its SCA on a time and materials basis, provided that **SBC-13STATE** will construct any Subloop Access Arrangement requested by a telecommunications carrier in a cost-effective and efficient manner. If **SBC-13STATE** elects to incur additional costs for its own operating efficiencies and that are not necessary to satisfy an SCA in a cost-effective and efficient manner, the requesting telecommunications carrier will not be liable for such extra costs.

9.2.2 CLEC shall be liable only for costs associated with cable pairs that it orders to be presented at an engineering controlled splice (regardless of whether the requesting carrier actually utilizes all such pairs), even if SBC/Ameritech places more pairs at the splice.

9.2.3 **SBC-13STATE** will either use existing copper or construct new copper facilities between the SAI(s) and the ECS, located in or at the remote terminal site. **SBC-13STATE** will construct and own the engineering controlled splice.

9.2.4 If a second CLEC obtains space in an SAA with the new copper interface point at the ECS within two (2) years of the initial construction, the initial telecommunications carrier which incurred the costs of construction of the engineering controlled splice and/or additional copper, shall be reimbursed in equal proportion to remuneration received from the second CLEC for the space or lines used by the requesting carrier, unless the originally requested work must be discarded because of exhaust. Such reimbursement to CLEC will be made within one hundred and twenty (120) days of the second CLEC's cable being terminated in the ECS. If **SBC-13STATE** constructs space or places facilities beyond that requested to meet CLEC's request, **SBC-13STATE** shall be responsible for such additional costs.

9.2.5 **SBC-13STATE** may require a separate SCA for each remote terminal site.

9.2.6 Written acceptance and at least 50% of payment for the SCA must be submitted at least 90 days, or a date agreed to by the Parties, before access to the copper subloop or dark fiber is to be provisioned. If an augment of cabling is required between the ECS and the SAI, the interval for completion of the SCA will be determined on an individual case basis**. SBC-13STATE** will not begin any construction of the ECS until CLEC has provided proof that it has obtained the necessary right of way as defined in Section 8.13.

9.2.7 In the event CLEC disputes the estimate for the ECS in accordance with the dispute resolution procedures set forth in the General Terms and Conditions, Section 10, of this Agreement, **SBC-13STATE** will proceed with construction of the ECS upon receipt from CLEC of notice of the dispute and not less than fifty percent (50%) of the total estimated costs, with the balance

payable by CLEC upon completion of the ECS. Such payments may be subject to any "true-up", if applicable, upon resolution of the dispute in accordance with the Dispute Resolution procedures.

9.3 CLEC will have two (2) options for implementing the ECS: a "Dedicated Facility Option" (DFO) and a "Cross-connected Facility Option" (CFO).

9.3.1 Dedicated Facility Option (DFO)

9.3.1.1 CLEC may request **SBC-13STATE** splice the existing cabling between the ECS and the SAI to CLEC's SAA facility. This facility will be "dedicated" to CLEC for subsequent subloop orders.

9.3.1.2 CLEC must designate the quantity of subloops they desire to access via this spliced, dedicated facility, specified by subtending SAI. This designation must differentiate cabling desired for access to the HFPL subloop from the cabling desired for access to non-line shared subloops.

9.3.1.3 CLEC will compensate **SBC-13STATE** for each of the dedicated subloop facilities, based on recurring subloop charges, for the quantity of subloops dedicated to CLEC between the ECS and the SAI.

9.3.2 Cross-connected Facility Option (CFO)

9.3.2.1 CLEC may request **SBC-13STATE** build an ECS cross-connect junction on which to terminate CLEC's SAA facility.

9.3.2.2 The SCA associated with this option will include the charges associated with constructing the cross-connect device, including the termination of **SBC-13STATE** cabling between the ECS and the RT and/or SAI, and the inventorying of that **SBC-13STATE** cabling.

9.3.2.3CLEC must designate the quantity of subloops they desire to access via this cross-connectable, dedicated facility, specified by subtending SAI. CLEC will designate which loops will be used for SBC-13STATE voice service associated with line shared subloops.

9.3.2.4 CLEC will compensate **SBC-13STATE** for the charges incurred by **SBC-13STATE** on a time and material basis derived from CLEC's request for the SCA.

## 10. PACKET SWITCHING

10.1 **SBC-13STATE** will provide CLEC unbundled packet switching if all of the following conditions are satisfied:

10.1.1 **SBC-13STATE** has deployed Digital Subscriber Line Access Multiplexers ("DSLAMS") in Remote Terminals defined as Cabinets, Controlled Environmental Vaults ("CEVs") and/or Huts.

10.1.2 There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;

10.1.3 **SBC-13STATE** has not permitted a requesting carrier to deploy DSLAM at the remote terminal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 CFR §51.319(b); and

10.1.4 **SBC-13STATE** has deployed packet switching capability for its own use.

## 11. LOCAL SWITCHING

11.1 The Unbundled Local Switching (ULS) capability is defined as:

11.1.1 line-side facilities, which include the connection between a Loop termination at the Main Distribution Frame and a switch line card;

11.1.2 trunk-side facilities, which include the connection between trunk termination at a trunk-side cross- connect panel and a switch trunk card; and

11.1.3 all features, functions, and capabilities of the switch available from the specific port type (line side or trunk side port), which include:

11.1.3.1 the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to **SBC-13STATE** customers, such as a telephone number, white page listing, and dial tone.

11.1.3.2 access to OS/DA and 9-1-1;

11.1.3.3 all other features that the switch provides, including custom calling, CLASS features and Centrex; and

11.1.3.4 any technically feasible customized routing of OS, DA, and/or local traffic in **SBC-7STATE**;

11.1.3.5 blocking/screening; and

11.1.3.6 recording functions.

11.1.4 **SBC-7STATE** shall provide its standard non-branded recorded announcements and call progress tones to alert callers of call progress and disposition. CLEC will use the BFR process to request exclusions of or modifications to existing announcements, or to request unique announcements.

11.2 Specific Terms and Conditions for Unbundled Local Switching (ULS)

11.2.1 Unbundled Local Switching utilizes routing instructions resident in the ILEC switch to direct all CLEC traffic. Specific terms and conditions relating to Unbundled Local Switching -Interim Shared Transport (ULS-IST) for **SBC-AMERITECH** is available in the Merger Conditions Appendix.

11.2.2 Vertical features, CLASS features, and other features resident in the ILEC switch are available under ULS. Refer to state specific Appendix Pricing for **SBC-7STATE**. Any features resident in the switch, but not offered and priced in this Agreement may be requested on a Bona Fide Request basis.

11.2.3 ULS as provided by **SBC-7STATE** and **SBC-AMERITECH** (ULS-IST) includes standard Central Office treatments (e.g., busy tones, vacant codes, fast busy, etc.), supervision and announcements.

11.2.4 At **SBC-13STATE**'s discretion, upon not less than sixty (60) days' written notice to CLEC, **SBC-13STATE** may elect to discontinue providing Unbundled Local Switching or to provide Unbundled Local Switching at market prices to CLEC's serving end-users with four or more voice grade lines within any territory (each an "exception Territory") with respect to which **SBC-13STATE** can demonstrate that, as of the date on which CLEC receives notice (the "Exception Notice Date"), **SBC-13STATE** has satisfied each of the following conditions.

a) A territory shall constitute an "Exception Territory" if it constitutes the service area of **SBC-13STATE** offices that both are assigned to density zone 1 and are located within one of the Top 50 MSAs. The Parties shall determine density zone assignments by reference to the NECA Tariff No. 4, in effect on January 1, 1999. The Top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order

and Fourth Further Notice of Proposed Rulemaking in CC Docket 96-98 ("UNE Remand Order"); and

b) In the Exception Territory where **SBC-13STATE** elects to offer the Enhanced Extended Loop (EEL) pursuant to the UNE Remand Order, the EEL would be available to CLEC in the Exception Territory at forward looking, cost-based prices as specified in Appendix Pricing.

11.2.4.1 In determining whether **SBC-13STATE** may exercise its rights under this Section in any particular case, CLEC shall be obligated to disclose customer account detail similar to customer service records that **SBC-13STATE** provides to CLEC through pre-ordering process.

11.2.4.2 Nothing in this Section shall preclude CLEC from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services to an End-User customer account with respect to which **SBC-13STATE** may exercise its rights under this Section.

11.3 Customized Routing

11.3.1 Custom Routing is available upon CLEC request to handle Operator Services, Directory Assistance, and/or other traffic as required by state jurisdiction based upon switch limitations. CLEC will pay the customized routing charges reflected in Appendix Pricing.

11.4 Unbundled Local Switching Usage Sensitive Rate Element

11.4.1 Usage rates will apply to Unbundled Local Switching on a per minute basis. See the Appendix Pricing for the state specific ULS rates (**SBC-7STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**. See specific pricing for ULS-IST (**SBC-AMERITECH**) in the Merger Conditions Appendix.

11.5 Switch Ports

11.5.1 In **SBC-7STATE**, a Switch Port is a termination point in the end office switch which includes the central office switch hardware and software required to access all features, functions and capabilities of the local switch, as technically feasible. The charges for Switch Ports are reflected in state specific Appendix Pricing. The Switch Port charge includes the charges for cross connection to the Main Distribution frame or DSX panel, and will permit the transmission or receipt of information over the **SBC-7STATE**

local switching network or other networks that are interconnection with the **SBC-7STATE** network.

11.5.1.1 Line Switch Ports – **SBC-7STATE**

11.5.1.1.1 The Analog Line Port is a line side switch connection available in either a loop or ground start signaling configuration used primarily for switched voice communications. When CLEC orders a currently combined Loop/Switch combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and an Analog Line Port charge.

11.5.1.1.2 The Analog Line Port can be provisioned with Centrex-like features and capabilities. When CLEC wants to provide the Centrex-like port, a system establishment charge is applicable to translate the common block and system features in the switch.

11.5.1.1.3 The Analog Line Port can be provisioned with two-way, one-way-out, and one-way-in, directionality for PBX business applications.

11.5.1.1.4 ISDN Basic Rate Interface (BRI) Port-Is a 2-wire line side switch connection which provides two 64 kbps "B" (bearer) channels for circuit switched voice and/or data and on 16 kpbs "D" (delta) channel for signaling. When CLEC orders a currently combined Loop/Switch combination in which the loop is served by IDLC, CLEC will pay the applicable loop charge and a BRI Port charge.

11.6.1.2 Trunk Side Switch Ports – **SBC-7STATE**

11.6.1.2.1 The Analog DID Trunk Port is a 2-wire trunk side switch port that supports Direct Inward Dialing (DID) capability for PBX business applications.

11.6.1.2.2 ISDN Primary Rate Interface (PRI) Trunk Side Port is a trunk side switch connection that provides twenty-three 64 kbps "B" channels for digital voice and data and one 64 kbps "D" channel.

11.6.1.2.3 DS1 Trunk Port is a trunk side DS1 interface intended for digital PBX business applications.

11.6.1.2.4 The Input/Output (I/O) Port provides access to the switch for a variety of functions including but not limited to voice mail functions (e.g., SMDI Port). CLEC must have access to full functionality of the switch including but not limited to voice mail functions. The cost of a feature-specific I/O port is already included in the feature hardware additive applied in SCIS/IN. Any other I/O ports requested by CLEC and not otherwise available shall be priced through the Bona Fide Request Process. This means that CLEC does not pay an additional amount for an SMDI ("voice mail") port, or for the input/output port that provides report generation for PBX customers.

11.6.2 Switch Ports are available for **SNET** pursuant to the Connecticut Access Service Tariff.

11.6.3 **SBC-AMERITECH** makes available Switch Ports in the ULS-IST in Merger Conditions Appendix. For the specific pricing for ULS-IST Switch Ports, refer to state specific **SBC-AMERITECH** Appendix Pricing.

## 12. SHARED TRANSPORT

12.1 The Unbundled Shared Transport capability is defined as set forth in FCC Rule 51.319.

12.1.1 **SBC-12STATE** provides access to unbundled shared transport only when purchased in conjunction with a ULS port that CLEC subscribes to for the purpose of delivering traffic from/to a CLEC End User as set forth below.

12.1.1.1 Unbundled Local Switching is provided under Section 11 of this Appendix UNE.

12.1.1.2 "ULS-ST" refers to Unbundled Local Switching with Unbundled Shared Transport in **SBC-AMERITECH**. ULS-ST is provided on a per ULS port basis.

12.1.1.3 Unbundled Network Element – Local Switching with Shared Transport is available for **SNET** pursuant to the Connecticut Access Service Tariff.

12.1.2 **SBC-AMERITECH** provides to CLEC subscribing to ULS the function of shared transport (as defined in the Third Order on Reconsideration and Further Notice of Proposed Rulemaking, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 12 FCC Rcd

12460 (1997)), as described in Paragraph 56 of Attachment 1 in the August 27, 1999 *ex parte* to the FCC in *In the Matter of the SBC/Ameritech Merger*, CC Docket No. 98-141 ("FCC Conditions").

12.1.3 ULS-ST permits the CLEC to access the interoffice network of **SBC-AMERITECH** for the origination from and completion to the associated ULS port of End User local traffic to and from **SBC-AMERITECH** switches or third-party switches. ULS-ST also permits access to that network, using Common Transport and Tandem Switching, for the origination from and completion to the associated ULS port of End User toll traffic where a PIC'd/LPIC'd Interexchange Carrier for that ULS port is not directly connected to the **SBC-AMERITECH** switch providing that ULS port. **SBC-AMERITECH** will not require use of dedicated transport or customized routing to complete calls when using ULS-ST.

12.1.4 All CLEC local traffic between **SBC-AMERITECH** switches will use Shared Transport and all local CLEC traffic to non-**SBC-12STATE** switches will use the transit function of Shared Transport (with this transit function being referred to as "Shared Transport-Transit"). All interexchange traffic will be routed to the interLATA (PIC) or intraLATA toll (LPIC) Interexchange Carrier, as appropriate, selected for that ULS port.

12.1.5 The Unbundled Shared Transport rate is a blend of Shared Transport and Shared Transport-Transit. **SBC-12STATE** reserves the right to seek separate rates for Shared Transport and Shared Transport-Transit in future negotiations to amend or replace this Agreement.

12.1.6 **SBC-12STATE**'s ability to provide ULS-ST is limited to existing switch and transmission facilities capacities of the **SBC-STATE** network.

12.1.7 In providing ULS-ST, **SBC-12STATE** will use the existing **SBC-12STATE** routing tables contained in **SBC-12STATE** switches, as **SBC-12STATE** may change those tables from time to time including after CLEC purchases ULS-ST.

12.1.8 **SBC-12STATE** will provide SS7 signaling on interswitch calls originating from an ULS port. CLEC will be charged for the use of the **SBC-12STATE** signaling on a per- call basis.

12.2 Tandem Switching

12.2.1 Tandem Switching is defined as:

12.2.1.1 trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card,

12.2.1.2 the basic switching function of connecting trunks to trunks; and

12.2.1.3 all technically feasible functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features.

12.2.2 Tandem Switching will provide trunk-to-trunk connections for local calls between two end offices, including two offices belonging to different CLEC (e.g., between a CLEC end office and the end office of another CLEC).

12.2.3 To the extent all signaling is SS7, Tandem Switching will preserve CLASS/LASS features and Caller ID as traffic is processed.

12.2.4 **SBC-13STATE** will perform testing through the Tandem Switching element for CLEC in the same manner and frequency that it performs such testing for itself.

12.2.5 To the extent that **SBC-7STATE** manages congestion from the Tandem Switching element for itself, it will control congestion points such as those caused by radio station call-ins, and network routing abnormalities, using capabilities such as Automatic Call Gapping, Automatic Code Gapping, Automatic Congestion Control, and Network Routing Overflow for CLEC traffic.

12.2.6 Where **SBC-13STATE** provides the Local Switching Network element and the Tandem Switching Network element to CLEC from a single switch, both Local Switching and Tandem Switching will provide all of the functionality required of each of these Network Elements in this Agreement.

12.2.7 The charges for Tandem Switching are reflected in Appendix Pricing (**SBC-12STATE**) and Section 18 of the Connecticut Service Tariff for **SNET**.

## 13. INTEROFFICE TRANSPORT

13.1 The Interoffice Transport (IOT) network element is defined as **SBC-12STATE** interoffice transmission facilities dedicated to a particular CLEC that provide telecommunications between Wire Centers owned or controlled by **SBC-12STATE**, or CLEC, or between switches owned or controlled by **SBC-12STATE** or CLEC. IOT will be provided only where such facilities exist. Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Interoffice Transport (IOT) under this agreement. Rather, IOT is available as described in Section 18 of the Connecticut Tariff FCC No. 39.

13.2 **SBC-12STATE** will be responsible for the engineering, provisioning, maintenance of the underlying equipment and facilities that are used to provide Interoffice Transport.

13.3 Unbundled Dedicated Transport

13.3.1 Unbundled Dedicated Transport (UDT) is an interoffice transmission path dedicated to a particular CLEC that provides telecommunications (when facilities exist and technically feasible) between two Wire Centers or switches owned by **SBC-12STATE** or between a Wire Center or switch owned by **SBC-12STATE** and a CLEC owned or provided switch. The Parties agree that UDT may not be used to replace access services for end users that are not CLEC's local subscribers. **SBC-13STATE** shall not restrict the type or jurisdiction of traffic originated by or terminating to CLEC's local subscribers that CLEC may place on UDT facilities.

13.3.2 **SBC-12STATE** will provide Dedicated Transport as a point to point circuit dedicated to CLEC at the following speeds: DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps), and OC48 (2488.32 Mbps).

13.3.3 If requested by CLEC, **SBC-12STATE** shall provision Unbundled Dedicated Transport over existing **SBC-12STATE** SONET facilities which are not otherwise being used by **SBC-12STATE** to provide service. **SBC-12STATE** is not required to construct additional SONET facilities to satisfy CLEC's request for Unbundled Dedicated Transport.

13.3.4 UDT includes the following elements:

13.3.4.1 Interoffice Transport – Is a circuit between two **SBC12-STATE** Wire Centers.

13.3.4.2 Entrance Facility – Is a circuit from **SBC-12STATE** serving Wire Center to a location designated by CLEC.

13.3.4.3 Multiplexing – Is an option ordered in conjunction with dedicated transport which converts a circuit from higher to lower bandwidth, or from digital to voice grade, including optical multiplexing (i.e., DS1/DS3/OC3/OC12/OC48) as an option on an unbundled basis.

13.3.4.4 Other Optional features are outlined in Appendix Pricing.

13.4 Diversity

13.4.1 When requested by CLEC and only where such interoffice facilities exist at the time of the CLEC request, Physical diversity shall be provided for Unbundled Dedicated Transport. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

13.4.2 **SBC-12STATE** shall provide the Physical separation between intra-office and inter-office transmission paths when technically and economically feasible. Physical diversity requested by CLEC shall be subject to additional charges. When additional costs are incurred by **SBC-12STATE** for CLEC specific diversity. **SBC-12STATE** will advise CLEC of the applicable additional charges. **SBC-12STATE** will not process the request for diversity until CLEC accepts such charges. Any applicable performance measures will be abated from the time diversity is requested until CLEC accepts the additional charges.

13.5 Digital Cross-Connect System (DCS)

13.5.1 **SBC-12STATE** will offer Digital Cross-Connect System (DCS) as part of the unbundled dedicated transport element with the same functionality that is offered to interexchange carriers. DCS requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

13.6 Network Reconfiguration Service (NRS)

13.6.1 **SBC-12STATE** will offer reconfiguration service as an option with the UDT element with the same functionality that is offered to interexchange carriers. Reconfiguration service requested by CLEC shall be subject to additional charges as outlined in pricing schedule appendix.

## 13.7* PACIFIC

### 13.7.1 Cross Boundary UDT Meet Point Facilities Arrangements

13.7.1.1 Cross Boundary UDT Facilities are arrangements that involve shared ownership of the Unbundled Dedicated Local Interconnection Facilities between **PACIFIC** and another neighboring Incumbent Local Exchange Carrier (ILEC) **PACIFIC** will be a willing participant in CLEC's efforts to midspan join an UDT Facility ordered from **PACIFIC** with one of the same ordered by the CLEC from the neighboring ILEC. It is the responsibility of CLEC to negotiate with each ILEC individually, and to order each piece of the Meet Point transmission facility from each individual ILEC separately in order to provide UDT from each ILEC's respective Central Office to the meet point. UDT Cross Boundary Meet Point Transmission Facilities are available at DS1 and DS3 transmission speeds and only where facilities exist and are available at the time of CLEC's order.

13.7.1.2 Rates: Charges applicable to Cross Boundary UDT Meet Point Facility arrangements are as follows:

13.7.1.2.1 Non Recurring Charges: 100% of **PACIFIC** existing UDT Non Recurring Charges, i.e. service order charge, install (connect) charges, disconnect charges, etc. for its side of the facilities and without any compensation to the other ILEC. Each of these charges are found in Appendix Pricing.

13.7.1.2.2 Monthly Charges: **PACIFIC** will charge full (100%) existing UDT monthly charges for the first (or Fixed) mile, plus 100% of the monthly charges for the additional miles in its territory. Each of these charges is found in Appendix Pricing. The additional miles are calculated by the total facility mileage multiplied by the percentage of the facilities that fall within **PACIFIC** territory, as determined by the NECA 4 tariff. There will not be any compensation to the other ILEC.

13.7.1.2.3 **PACIFIC**'s current intervals for the ordering and provisioning of the UDT will also be applicable to the ordering and provisioning of Cross Boundary UDT

* Section 13.7 is available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, Paragraph 2.10.1.

Meet Point Facilities. However, for end to end connectivity, the longer of the two ILEC's ordering and provisioning intervals will apply.

## 14. DARK FIBER

14.1 General

14.1.1 Dark fiber is spare fiber that has not been activated through connection to the electronics that "light it", and thereby rendering it capable of carrying communications services. (FCC UNE Remand Paragraph 174.) Other than as specifically set out elsewhere in this agreement, **SNET** does not offer Dark Fiber under this agreement. Rather, Dark Fiber is to CLECs available as described in Section 18.2.1E of the Connecticut Service Tariff.

14.1.2 If lightguide cables physically appear at a remote terminal or customer premises (end user) even if not terminated on a fiber optic terminal, those fibers shall be inventoried as "spare."

14.1.3 Spare Dark Fiber is fiber that is spliced in all segments, point to point but not working. The loop fiber segment can be a segment between the serving central office and a remote terminal or a serving central office directly to a customer premise, and as set forth below in Loop Fiber. Interoffice dark fiber is a segment between two Central Offices. Spare fibers do not include fibers set aside and documented for **SBC-13STATE's** forecasted growth, defective fibers, nor fibers subscribed to by other carriers.

14.1.4 Maintenance spares shall be calculated by segment. No competitive local exchange carrier can obtain any more than 25% of the spare dark fiber contained in the segment. Should spare fiber fall below 8 strands in a given location, SBC-12STATE will provide the remaining spares in quantities of 2 strands. Before fibers are ordered, **SBC-13STATE** must have an executed Interconnection Agreement with CLEC providing for Dark Fiber.

14.2 Interoffice Dark Fiber

14.2.1 **SBC13-STATE** will provide dark fiber in the dedicated interoffice transport segment of the network as an unbundled network element. Interoffice dark fiber is between two different **SBC13-STATE** Central Offices (CO's) and terminates on a fiber distribution frame, or equivalent, in the CO. **SBC13-STATE** will offer its dark fiber to CLEC when CLEC has collocation space in both **SBC-13STATE** CO's where the fibers terminate.

14.2.2 **SBC-13STATE** will provide CLEC with the ability to connect interoffice dark fiber. In each **SBC-13STATE** tandem or end office that serves as the point of termination for each interoffice dark fiber segment, **SBC-13STATE**

will provide CLEC an appropriate termination point on a distribution frame or its equivalent. In addition, 13STATE will provide connectivity to its dark fiber in any facility where it has an existing termination point or patch panel.

14.2.3 CLEC will submit dark fiber facility inquiry, giving CLEC's specific point to point (A to Z) dark fiber requirements. If the dark fiber is available, CLEC may place Access Service Request (ASR) for ordering. In order to secure dark fiber, CLEC must place ASR request for available dark fiber. Dark Fiber will be assigned to CLEC when an ASR is processed. Inquiry facility checks do not reserve Dark Fiber. When CLEC submits a Dark Fiber inquiry, appropriate rates for the inquiry will be charged as outlined in Appendix Pricing.

14.3 Loop Fiber

14.3.1 **SBC-13STATE** will offer loop dark fiber as an unbundled network element. Loop dark fiber is a segment between the serving central office and an end user premise.

14.3.2 At Central Offices (CO's) the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided through the same arrangements as for other forms of Loop.

14.3.3 At remote terminals, CEVs and Huts, loop dark fiber will be terminated on an appropriate termination panel at the remote location. CLEC access to the dark fiber will be provided through the same arrangements as for other forms of Sub-Loop.

14.4 Sub-Loop Dark Fiber

14.4.1 **SBC-12STATE** will provide sub-loop dark fiber as an unbundled network element. Sub-loop dark fiber is a segment between:

14.4.1.1 The serving **SBC-12STATE** central office and a remote terminal/CEV/Hut; or

14.4.1.2 a remote terminal/CEV/Hut and an end user customer premise.

14.4.1.2.1 Dark Fiber sub-loop segments are explicitly governed by Sub-Loop Section of this APPENDIX and are limited to remote terminal/CEV/Hut outlined below.

14.4.1.2.2 Upon receipt of a complete and correct Sub-loop Access Application, **SBC-12STATE** shall provide to CLEC within 30 days a

written estimate for the actual construction, labor, materials, and related provisioning costs to be incurred to fulfill the SCA on a time and materials basis. CLEC agrees to pay **SBC-12STATE** appropriate rates for the engineering and other associated costs performed when CLEC submits a request to provide a written estimate for sub-loop(s).

14.4.1.2.3 At **SBC-2STATE** Central Offices's the dark fiber terminates on a fiber distribution frame, or equivalent, in the CO. CLEC access is provided pursuant Method One which allows for approved collocation access.

14.5 Spare Fiber Inventory Availability

14.5.1 All available spare dark fiber will be offered as is, however CLEC may test the quality of dark fiber to confirm its usability and performance specifications. **SBC-13STATE** will provide to CLEC information regarding location, availability, and loss characteristics of dark fiber within ten (10) business days after receiving a dark fiber facilities actual request for service. No conditioning will be offered. Spare Dark Fiber is fiber that is spliced in all segments, point to point but not assigned. Spare fibers do not include maintenance spares, fibers set aside and documented for SBC's 12 month forecasted growth, defective fibers, or fibers subscribed to by other carriers. No competitive carrier can request any more than 25% of the spare dark fiber contained in the segment.

14.5.2 **SBC-13STATE** shall provide nondiscriminatory access to maintenance fibers as described herein. Maintenance fibers will be excluded from the spare fiber inventory as provided throughout this Section 11 only if **SBC-13STATE** provides the use of maintenance fibers to CLEC on a nondiscriminatory basis with **SBC-13STATE**'s use or that of any other Telecommunications Carrier, including **SBC-13STATE** affiliates or subsidiaries. **SBC-13STATE**'s nondiscriminatory obligation does not have to be met, if CLEC's need for maintenance fiber (e.g., an outage) was caused by CLEC's own negligent or willful actions.

14.6 Quantities and Time Frames for ordering Dark Fiber

14.6.1 The minimum number of fiber strands that CLEC can order is two, and must be ordered in multiples of two. The maximum number of fiber strands that CLEC can lease is no greater than 25% of the spare facilities in the segment they are requesting. Should spare fiber fall below 8 strands in a given

location, **SBC-12STATE** will provide the remaining spares in quantities of 2 strands. (See definition of spare facilities defined above.)

14.6.2 An Inquiry request for dark fibers from CLEC for a particular segment will be responded to in terms of availability within 10 business days from receipt of valid inquiry request. **SBC-13STATE** will respond to CLEC's request for dark fiber, either accepting or rejecting the request. Any rejection will be accompanied by a Facility Check Response report setting forth the reasons for the rejection. Inquiry facility checks do not reserve Dark Fiber. In order to secure dark fiber, CLEC must submit an ASR for available dark fiber. If available, Dark Fiber will be assigned to CLEC when the ASR is processed.

14.7 Determining Spare Fibers

14.7.1 The **SBC-13STATE**'s organizations will inventory and track spare dark fibers. Spare fibers do not include the following:

14.7.1.1 Maintenance spares. Maintenance spares shall be kept in inventory like a working pair. Spare maintenance fibers are as follows:

- 24 fiber cables and less: two maintenance spare fibers
- 36 & 48 fiber cables: four maintenance spare fibers
- 72 & 96 fiber cables: eight maintenance spare fibers
- 144 fibers: twelve maintenance spare fibers
- 216 fibers: 18 maintenance spares
- 288 fibers: 24 maintenance spares
- 432 fibers: 36 maintenance spares
- 864 fibers: 72 maintenance spares**.**

14.7.1.2 Defective fibers will be subtracted from inventory of spare fibers.

14.7.1.3 **SBC-13STATE** growth fibers. Fibers documented as reserved by **SBC-13STATE** to satisfy its obligation to provide service as a "carrier of last resort" within 12 months of the carrier's request.

14.7.1.4 Fibers subscribed to by other carriers.

14.7.2 The appropriate engineering organization will maintain records on each fiber optic cable for which CLEC requests dark fiber.

14.7.3 CLEC may not lease more than 25% of **SBC-13STATE** excess dark fiber capacity in a particular local loop or interoffice transport segment. If **SBC-**

**13STATE** can demonstrate within a twelve (12) month period after the date of a provisioned dark fiber ASR, CLEC is not using the leased dark fiber, **SBC-13STATE** may revoke the lease agreement with CLEC, according to Section 14.7.

14.8 Right of Revocation of Access to Dark Fiber

14.8.1 Should CLEC not utilize the fiber strands subscribed to within the 12-month period following the date **SBC-12STATE** provided the fibers, **SBC-12STATE** may revoke CLEC's access to the dark fiber and recover those fiber facilities and return them to **SBC-12STATE** inventory.

14.8.2 **SBC-12STATE** may reclaim from CLEC's the right to use dark fiber, whether or not the dark fiber is being utilized by CLEC, upon twelve (12) months' written notice to CLEC. **SBC-12STATE** will provide an alternative facility for CLEC with the same bandwidth CLEC was using prior to reclaiming the facility. **SBC-12STATE** must also demonstrate to CLEC that the dark fiber will be needed to meet **SBC-12STATE**'s bandwidth requirements within the 12 months following the revocation.

14.9 Limitations

14.9.1 Dark fiber is provided as is, however CLEC may test the quality of dark fiber to confirm its usability and performance specifications. **SBC-13STATE** will provide to CLEC information regarding location, availability, and loss characteristics of dark fiber on plant test date within fifteen (15) business days after receiving a dark fiber facilities actual request for service. Dark fiber provides CLEC the ability to serve local telephone exchange service. Dark fiber is not permitted to be used for displacing **SBC-13STATE**'s existing tariffed access services except to the extent allowed by law.

14.10 Demarcation Points

14.10.1 Newly placed demarcation points at both central offices, remote terminals and customer premises will be in an **SBC-13STATE** approved splitter shelf. This arrangement allows for non-intrusive testing.

14.11 Installation and Maintenance

14.11.1 SBC will install demarcations and place the fiber jumpers from the fiber optic terminations to the demarcation point. CLEC will run its fiber jumpers from the demarcation point (1x2, 90-10 optical splitter) to the CLEC equipment.

## 15. OPERATOR SERVICES AND DIRECTORY ASSISTANCE

15.1 **SBC-13STATE** will provide access to operator service and directory assistance databases where technically feasible. Operator Services and Directory Assistance (OS/DA) are available as described in Appendix DA, and Appendix OS.

## 16. SIGNALING NETWORKS AND CALL-RELATED DATABASES

16.1 Signaling Networks and Call-Related Databases are Network Elements that include Signaling Link Transport, Signaling Transfer Points, and Service Control Points and Call-Related Databases. Access to **SBC-13STATE**'s signaling network and call related databases will be provided as described in the following Appendices: SS7, LIDB AS, LIDB Service, 800, and AIN (refer to General Terms and Conditions, Section 45.7.2).

## 17. OPERATIONS SUPPORT SYSTEMS FUNCTIONS

17.1 Operations Support Systems Functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by **SBC-13STATE**'s databases and information. **SBC-13STATE** will provide CLEC access to its Operations Support Systems Functions as outlined in Appendix OSS. In addition, **SBC-13STATE** shall provide nondiscriminatory access to loop qualification and pre-qualification databases under terms and conditions set forth in Appendix DSL.

## 18. CROSS CONNECTS

18.1 The cross connect is the media between the **SBC-7STATE** UNE and a CLEC designated point of access as described in various sections of this Appendix, or the media between a **SBC-7STATE** UNE and a Collocation area for the purpose of permitting CLEC to connect the **SBC-7STATE** UNE to other UNEs or to CLEC's own facilities. Where **SBC-7STATE** has otherwise committed to connect one UNE to another UNE on behalf of CLEC, or to leave connected one UNE to another UNE on behalf of CLEC the cross connect is the media between one **SBC-7STATE** UNE and another **SBC-7STATE** UNE. Nothing in this section is a commitment to connect or leave connected any two or more UNEs.

18.2 **SBC-7STATE** will provide cross connects at the rates, terms, and conditions set forth in Appendix Pricing. Pricing for Sections 14.3, 14.4 and 14.5 for **SBC-AMERITECH** and **SNET** are provided as set forth in Appendix Pricing. For all other cross-connect pricing for **SBC-AMERITECH** and **SNET** refer to the applicable state tariff.

18.3 The applicable Loop cross connects for the purpose of CLEC combining a **SBC-13STATE** Loop with another **SBC-13STATE** UNE are as follows:

18.3.1 2-Wire Analog Loop to UNE

18.3.2 4 -Wire Analog Loop to UNE

18.3.3 2 -Wire Digital Loop to UNE

18.3.4 4 -Wire Digital Loop to UNE

18.4 The applicable Unbundled Dedicated Transport cross connects to the UNE for the purpose of CLEC combining Unbundled Dedicated Transport to another **SBC-13STATE** UNE are as follows:

18.4.1 DS-1 to UNE

18.4.2 DS-3 to UNE

18.5 The applicable Switch Port cross connects to the UNE for the purpose of CLEC combining Switch Ports to another **SBC-13STATE** UNE are as follows:

18.5.1 Analog Line Port to UNE

18.5.2 ISDN Basic Rate Interface (BRI) Line Port to UNE

18.5.3 ISDN Primary Rate Interface (PRI) Trunk Port to UNE

18.5.4 Analog DID Trunk Port

18.6 The applicable Loop cross connects for the purpose of CLEC connecting a **SBC SWBT** and **NEVADA** Loop UNE to CLEC's Collocated facilities are as follows:

18.6.1 2-Wire Analog Loop to Collocation

18.6.2 2-Wire Analog Loop to Collocation (without testing)

18.6.3 4-Wire Analog Loop to Collocation

18.6.4 4-Wire Analog Loop to Collocation (without testing)

18.6.5 2-Wire Digital Loop to Collocation

18.6.6 2-Wire Digital Loop to Collocation (without testing)

18.6.7 4-Wire Digital Loop to Collocation

18.6.8 4-Wire Digital loop to Collocation (without testing)

18.6.9 DSL Shielded Cross Connect to Collocation

18.6.10 2-Wire DSL non-shielded cross connect to Collocation

18.6.11 4-Wire DSL non-shielded cross connect to Collocation

18.7 The applicable dedicated transport cross connects for the purpose of CLEC connecting a **SBC-SWBT** and **NEVADA** dedicated transport UNE to CLEC's Collocated facilities are as follows (cross Connects to Collocation are tariffed in **SBC-AMERITECH** and **SNET**):

18.7.1 DS-1 to Collocation

18.7.2 DS-3 Collocation

18.7.3 OC-3 to Collocation

18.7.4 OC-12 to Collocation

18.7.5 OC-48 to Collocation

18.8 The applicable Switch Port cross connects for the purpose of CLEC connecting a **SBC-SWBT** and **NEVADA** Switch Port UNE to CLEC's Collocated facilities are as follows:

18.8.1 Analog Line Port to Collocation

18.8.2 ISDN Basic Rate Interface (BRI) Line Port to Collocation

18.8.3 Primary Rate Interface (PRI) Trunk Port to Collocation

18.8.4 Analog DID Trunk Port to Collocation

18.8.5 DS1 Trunk Port to Collocation

18.9* The applicable cross connects for the purpose of CLEC connecting a **PACIFIC** Loop, UDT or Switch Port UNE to a CLEC Collocated facility are as follows:

18.9.1 Voice Grade/ISDN EISCC*

18.9.2 DS-0 EISCC*

8.9.3 DS-1 EISCC*
18.9.4 DS-3 EISCC*

* EISCC = Extended Interconnection Services Cross Connect

18.10 The applicable cross connects for **SBC-AMERITECH** Loop, UDT or Port UNEs areas as follows:

18.10.1 2-wire

18.10.2 4-wire

18.10.3 6-wire

18.10.4 8-wire

18.10.5 DS-1

18.10.6 DS-3

18.10.7 OC-3

18.10.8 OC-12

18.10.9 OC-48

18.10.10 LT1

18.10.11 LT3

18.11* The applicable Loop cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of CLEC combining a **PACIFIC** Loop with CLEC's own facilities for are as follows:

18.11.1 2 -Wire Analog Loop to Adjacent Location Method point of access

18.11.2 4 -Wire Analog Loop to Adjacent Location Method point of access

18.11.3 2 -Wire Digital Loop to Adjacent Location Method point of access

* Sections 18.9, and 18.11, through 18.13 are available only in the State of California. Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS Paragraph 2.10.1

18.11.4 4 -Wire Digital Loop to Adjacent Location Method point of access

18.11.5 DSL shielded Cross Connect to Adjacent Location point of access

18.12* The applicable Unbundled Dedicated TransPort cross connects to the Adjacent Location Method of accessing UNEs for the purpose of CLEC combining a **PACIFIC** Unbundled Dedicated Transport with CLEC**'**s own facilities as follows:

18.12.1 DS-1 to the Adjacent Location Method point of access

18.12.2 DS-3 to the Adjacent Location Method point of access

18.13* The applicable Switch Port cross connects to the Adjacent Location Method of Accessing UNEs for the purpose of CLEC combining a **PACIFIC** Switch Port with CLEC's own facilities point of access are as follows:

18.13.1 Analog Line Port to Adjacent Location Method to point of access

18.13.2 ISDN BRI Port to Adjacent Location Method to point of access

18.13.3 ISDN PRI Trunk Port to Adjacent Location Method point of access

18.14 Cross Connects, required for the UNE platform, from UNE Loops to UNE Ports for the purpose of combining a **SWBT**, **NEVADA** and **PACIFIC** 2 -Wire Loop with a **SWBT**, **NEVADA** and **PACIFIC** Port are as follows:

18.14.1 2 -Wire Analog Loop to Analog line Port

18.14.2 2 -Wire Digital Loop to ISDN BRI Port

## 19. SYNCHRONIZATION

19.1 Synchronization is the function which keeps all digital equipment in a communications network operating at the same average frequency. With respect to digital transmission, information is coded into discrete pulses. When these pulses are transmitted through a digital communications network, all synchronous Network Elements are traceable to a stable and accurate timing source. Network synchronization is accomplished by timing all synchronous Network Elements in the network to a stratum 1 source so that transmission from these network points have the same average line rate.

19.2 Where synchronization is provided, **SBC-13STATE** will provide synchronization to equipment that is owned by **SBC-13STATE** and is used to provide a network element to CLEC in the same manner that **SBC-13STATE** provides synchronization to itself.

## 20. RESERVATION OF RIGHTS

20.1 **SBC-13STATE**'s provision of UNEs identified in this Agreement is subject to the provisions of the Federal Act, including but not limited to, Section 251(d). The Parties acknowledge and agree that on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), ("the UNE Remand Order"), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By entering into this Agreement which makes available certain UNEs, or any Amendment to this Agreement to conform such Agreement to the UNE Remand Order within the time frames specified in such Order, neither Party waives any of its rights to seek legal review or a stay pending appeal of the Order. In addition, both Parties reserve the right to dispute whether any UNEs identified in the Agreement must be provided under Section 251(c)(3) and Section 251(d) of the Act, and under this Agreement. In the event that the FCC, a state regulatory agency or a court of competent jurisdiction, in any proceeding, based upon any action by any telecommunications carrier, finds, rules and/or otherwise orders ("order") that any of the UNEs and/or UNE combinations provided for under this Agreement do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, or that any UNE and/or UNE combination should be added to the list of UNEs identified in the UNE Remand Order, the affected provision will be invalidated, modified or stayed as required to immediately effectuate the subject order upon written request of either Party. In such event, the Parties shall expend diligent efforts to arrive at an agreement on the modifications required to the Agreement to immediately effectuate such order. If negotiations fail, disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement. In addition, the Parties agree that in the event the UNE Remand Order is stayed pending appeal, neither Party shall be obligated to implement the terms of such Order until such time as the stay is lifted.

## 21. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

21.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element provided in Section 2.9 of General Terms & Condition's.